

Certificate of Notice Page 1 of 3
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Damis X Ramirez
Debtor

Case No. 17-18045-elf
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: Randi
Form ID: pdf900

Page 1 of 1
Total Noticed: 1

Date Rcvd: Nov 05, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 07, 2018.

db +Damis X Ramirez, 1620 Conestoga Road, Chester Springs, PA 19425-1809

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 07, 2018

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 5, 2018 at the address(es) listed below:

KEVIN G. MCDONALD on behalf of Creditor Wilmington Savings Fund Society, FSB, d/b/a
Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust
bkgroup@kmlawgroup.com

MATTHEW L. CONLEY on behalf of Debtor Damis X Ramirez mconley@conleylawpractice.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 4

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Damis X. Ramirez aka Damis Gonzalez Jason Torres <u>Debtors</u>	CHAPTER 13
Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust <u>Movant</u>	NO. 17-18045 ELF
vs.	
Damis X. Ramirez aka Damis Gonzalez Jason Torres <u>Debtors</u>	11 U.S.C. Sections 362 and 1301
Jason Torres <u>Co-Debtor</u>	
William C. Miller Esq. <u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearages referenced in the motion have been cured, and Debtor(s) is/are current on post-petition loan payments through August 2018.
2. Debtor(s) shall maintain post-petition contractual monthly loan payments due to Movant going forward, beginning with the payment due September 1, 2018 in the amount of \$1,153.50, which represents the regular monthly mortgage payment of \$1,153.65 minus a suspense balance of \$0.15.
3. In the event that the payments under Section 2 above are not tendered, the Movant shall notify Debtor(s) and Debtor(s) attorney of the default in writing and the Debtor(s) may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant immediate relief from the automatic stay, under which the stay provided by Bankruptcy Rule 4001(a)(3) is waived.
4. The stay provided by Bankruptcy Rule 4001(a)(3) is waived with respect to any Court Order approving of this stipulation and/or ordering relief per the terms agreed upon herein.

5. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.


6. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

7. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.


Date: September 21, 2018

By: /s/ Kevin G. McDonald, Esquire
Attorney for Movant

Date: 10/4/2018


Matthew L. Conley, Esquire
Attorney for Debtors


Date: 10/30/2018


William C. Miller, Esquire
Chapter 13 Trustee

NO OBJECTION
*without prejudice to any
trustee rights or remedies.

ORDER

Approved by the Court this 5th day of November, 2018. However, the court retains discretion regarding entry of any further order.


Bankruptcy Judge
Eric L. Frank